

**GEORGE K. CHEBAT (034232)**

George@EnaraLaw.com

**ROSS P. MEYER (028473)**

Ross@EnaraLaw.com

**Enara Law PLLC**

7631 East Greenway Road, Suite B-2

Scottsdale, Arizona 85260

Telephone: (602) 687-2010

[Filings@EnaraLaw.com](mailto:Filings@EnaraLaw.com)

*Attorneys for Plaintiff*

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Valentino Dimitrov, individually, and on  
behalf of all others similarly situated;

Plaintiff,

vs.

Stavatti Aerospace, Ltd, a Minnesota  
corporation; Stavatti Aerospace, Ltd, a  
Wyoming corporation; Stavatti  
Corporation, a Minnesota corporation;  
Stavatti Immobiliare Ltd, a Wyoming  
corporation; Stavatti Industries, Ltd, a  
Wyoming corporation; Stavatti Niagara,  
Ltd., a New York corporation; Stavatti  
Super Fulcrum, Ltd, a Wyoming  
corporation; Stavatti Ukraine, a Ukrainian  
business entity; Stavatti Heavy Industries  
Ltd, a Hawaii corporation; Christopher  
Beskar and Maja Beskar, husband and wife;  
Brian Colvin and Corrina Colvin, husband  
and wife; John Simon and Jean Simon,  
husband and wife; William Mcewen and  
Patricia Mcewen, husband wife; Rudy  
Chacon and Jane Doe Chacon, husband and  
wife; and Does 1 through 10, inclusive,

Defendants.

Case No.: 2:23-CV-00226-PHX-DJH

**PLAINTIFF'S OPPOSITION TO  
DEFENDANTS MOTION FOR  
SUMMARY JUDGMENT FOR  
PLAINTIFF'S LACK OF STANDING  
(DOC. 63)**

**(ORAL ARGUMENT REQUESTED)**

1 Plaintiff Valentino Dimitrov, by and through undersigned counsel, respectfully  
2 submits this Opposition to Defendants Motion for Summary Judgment for Plaintiff's Lack  
3 of Standing (Doc. 63) and Colvins' Joinder In and Objection to Defendants' Motion for  
4 Summary Judgment (Doc. 64), which incorporates all filings before this Court and the  
5 Memorandum of Points and Authorities contained herein.

## 6 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 7 **I. INTRODUCTION**

8 On March 5, 2025, Defendants Stavatti, Christopher Beskar, John Simon, William  
9 Mcewen, and Rudy Chacon filed a Motion for Summary Judgment on the basis of lack of  
10 standing (the "Represented Defendants"). Doc. 63, at 1. The Defendants' Motion for  
11 Summary Judgment for Plaintiff's Lack of Standing (the "Motion") is submitted on the  
12 basis that the Plaintiff's one million (\$1,000,000.00) dollars cash, provided as part of a  
13 Promissory Note, "was not his." *See* Doc. 63, at 2:25-26. Mr. Dimitrov has standing to  
14 bring this suit, as he executed a signed Promissory Note with Stavatti Aerospace, Ltd.  
15 ("Stavatti Aerospace"), who accepted the cash pursuant to the Promissory Note. *See* the  
16 Promissory Note dated February 27, 2022 attached hereto as **Exhibit A**. The Represented  
17 Defendants admit in their Motion that they received one million (\$1,000,000) dollars from  
18 Plaintiff and have repeatedly expressed intent to repay the Promissory Note. *See* Doc. 63,  
19 at 2:10-12; 2:19-21; *see also* the Deposition Transcript of Christopher Beskar 171:17-21  
20 and 183:11-14 attached hereto as **Exhibit B**. As a party to the Promissory Note, Mr.  
21 Dimitrov has standing to bring his claims against the Represented Parties. *See* Ex. A.

22 Defendants Brian and Corrina Colvin (the "Colvins") filed a Joinder In and  
23 Objection to Defendants' Motion for Summary Judgment on April 4, 2025. *See* Doc. 64.  
24 In the Joinder Motion, the Colvins joined in the Represented Defendants Motion for  
25 Summary Judgment but denied the allegations that a fraudulent signature was lifted from  
26

1 a blank non-disclosure agreement for the Promissory Note. *See* Doc. 64, at 2:1-3; *but see*  
2 Doc. 63, at 2:15. The Colvins also deny that Brian Colvin took an undisclosed and  
3 unauthorized fee of \$100,000.00 of the Principal. *See* Doc. 64, at 2:3-4. No evidence has  
4 been provided demonstrating whether the signature was fraudulent and whether Mr.  
5 Colvin’s fee was unauthorized, leaving disputes of facts, which have no bearing on  
6 whether Mr. Dimitrov has standing to bring his claims against the Defendants.

## 7 **II. FACTUAL BACKGROUND**

8 On or around February 27, 2022, Mr. Dimitrov signed a Promissory Note (the  
9 “Promissory Note”) wherein he would provide \$1,000,000.00 to Stavatti Aerospace Ltd.  
10 (“Stavatti”) and Stavatti would repay his principal on or before May 1, 2022. *See* Ex. A.  
11 The Promissory Note lists Stavatti Aerospace Ltd as the borrower “liable for paying back.  
12 . . . the full amount” of the Promissory Note. *See* Ex. A, at 1. Additionally, the Promissory  
13 Note appears to be a standard Stavatti Aerospace form, with “Stavatti Aerospace Ltd”  
14 listed throughout. *See* Ex. A, at 1-2. Furthermore, the Promissory Note lists “Mr.  
15 Valentino Demitriov [sic]” and “Stavatti Aerospace Ltd” as the parties subject to the note,  
16 as indicated by the signature block. *See* Ex. A, at 2.

17 Per the terms of the Promissory Note, Mr. Dimitrov provided a principal amount  
18 of \$1,000,000.00 to Stavatti Aerospace (the “Principal”). *See* Ex. A, at 1; *see also* Ex. B,  
19 at 112:16-20 and 183:11-14. The Promissory Note listed May 1, 2022 as the date that the  
20 Principal would be paid in full. *See* Ex. A. In addition to the repayment of the Principal,  
21 the Promissory Note outlined a five-time return on the Principal on a quarterly basis to be  
22 repaid within forty-eight (48) months (the “Guaranteed Return”). *See* Ex. A. Stavatti  
23 accepted Mr. Dimitrov’s Principal and deposited the funds for the benefit of the company.  
24 *See* Doc. 63, at 2:10-12; *see also* Ex. B, at 112:16-20, 163:24-164:2 and 171:10-16.

1 On or around May 1, 2022, Mr. Dimitrov never received the repayment of his  
2 principal. *See* Ex. B, at 112:1-7; *see also* Email dated June 4, 2022, attached hereto as  
3 **Exhibit C** and Email dated June 30, 2022, attached hereto as **Exhibit D**. Mr. Dimitrov  
4 has requested repayment of his Principal from Stavatti. *See* Demand for Repayment dated  
5 October 10, 2022, attached hereto as **Exhibit E**. On multiple occasions, Mr. Dimitrov  
6 received correspondence from representatives of Stavatti, acknowledging Stavatti's intent  
7 on complying with the repayment and Guaranteed Return terms of the Promissory Note.  
8 *See* Ex. C and D; *see also* Email dated September 5, 2022, attached hereto as **Exhibit F**  
9 and Response to Demand for Repayment dated October 24, 2022 attached hereto as  
10 **Exhibit G**, at 2, 3, and 6. Despite this reassurance, Mr. Dimitrov has never received the  
11 repayment of his Principal or Guaranteed Return.

12 On March 5, 2025, Represented Defendants filed their Motion for Summary Judgment  
13 based on lack of standing. *See* Doc. 63. The Motion rests on a lackluster argument that  
14 the money Mr. Dimitrov provided to Stavatti according to the Promissory Note, which  
15 they gladly accepted, came from third parties. *See* Doc. 63, at 3:25-4:4. The Represented  
16 Defendants also attempt to discredit Mr. Dimitrov, not the first time, by making baseless  
17 accusations of Mr. Dimitrov having "dirty hands" and being involved in money  
18 laundering. *See* Doc. 63, at 5:3 and 14. This Motion is another attempt at smearing Mr.  
19 Dimitrov's character.

### 20 **III. LEGAL ARGUMENT**

#### 21 **a. Legal Standard**

22 The doctrine of standing has long been a critical question in any lawsuit. "In The  
23 Federalist No. 48, Madison expressed the view that '[i]t is not infrequently a question of  
24 real nicety in legislative bodies whether the operation of a particular measure will, or will  
25 not, extend beyond the legislative sphere,' whereas 'the executive power [is] restrained  
26

1 within a narrower compass and . . . more simple in its nature,’ and ‘the judiciary [is]  
 2 described by landmarks still less uncertain.’ The Federalist No. 48, p. 256 (Carey and  
 3 McClellan eds. 1990). One of those landmarks, setting apart the ‘Cases’ and  
 4 ‘Controversies’ that are of the justiciable sort referred to in Article III – ‘serv[ing] to  
 5 identify those disputes which are appropriately resolved through the judicial process,’ [ ]  
 6 – is the doctrine of standing.” *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560, 112 S.Ct.  
 7 2130, 119 L.Ed.2d 351 (1992). To have standing, the judiciary has established the  
 8 “irreducible constitutional minimum of standing,” which contains the following three  
 9 elements: (1) An injury – “an invasion of a legally protected interest which is (a) concrete  
 10 and particularize[d] . . .; and (b) actual or imminent, not conjectural or hypothetical . . . .”  
 11 *Id.* (internal citations and quotations omitted); (2) A causal connection between the injury  
 12 and the conduct complained of – “the injury has to be fairly . . . trace[able] to the  
 13 challenged action of the defendant, and not . . . th[e] result [of] the independent action of  
 14 some third party not before the court.” *Id.* (internal quotation omitted); and (3) “it must be  
 15 *likely* as opposed to merely *speculative* that the injury will be redressed by a favorable  
 16 decision.” *Id.*, at 561 (internal quotations omitted) (emphasis added). There must be an  
 17 injury, a connection, and relief to be granted.

18 An injury in fact requires that the party seeking relief be among the injured. *Lujan*,  
 19 504 U.S. at 563. Under Federal common law, and accepted by the Ninth Circuit, “only a  
 20 party to a contract or an intended third-party beneficiary may sue to enforce the terms of  
 21 a contract or obtain an appropriate remedy for breach.” *GECCMC 2005-C1 Plummer*  
 22 *Street Office LP. v. JPMorgan Chase Bank, Nat. Ass’n*, 671 F.3d 1027, 1033 (9th Cir.  
 23 2012); *see also Bosse v. Corwell Collier and Macmillan*, 565 F.2d 602, 613 (9th Cir. 1977)  
 24 (“Under Arizona law, ‘as a general rule only the parties and privies to a contract may  
 25 enforce it.’”). To prove intended beneficiary status, a third party must show that the  
 26

1 contract reflects the express or implied intention of the parties to the contract to benefit  
2 the third party. *GECCMC*, 671 F.3d at 1033 (“The contract need not name a beneficiary  
3 specifically or individually in the contract; instead, it can specify a ‘class clearly intended  
4 by the parties to benefit from the contract.’”). “The fact that a third party may incidentally  
5 benefit under the contract does not confer on him the right to sue . . . .” *Id.*

6  
7 Aside from the elements, the burden to establish standing changes as the case  
8 proceeds. At the summary judgment stage, “the plaintiff can no longer rest on such ‘mere  
9 allegations,’ but must ‘set forth’ by affidavit or other evidence ‘specific facts,’ Fed. Rule  
10 Civ. Proc. 56(e), which for purposes of the summary judgment will be taken to be true.”  
11 *Lujan*, 504 U.S. at 560.

12 **b. Mr. Dimitrov has Standing to Bring his Claims**

13 Mr. Dimitrov was provided with funds to invest in projects on a regular basis. *See*  
14 Affidavit of Valentino Dimitrov in Support of Opposition to Motion for Summary  
15 Judgment dated April 9, 2025 attached hereto as **Exhibit H**, at 4. Mr. Dimitrov was  
16 provided with funds to use for investment opportunities, which totaled the Principal  
17 provided to Stavatti. *See* Ex. H, at 3-5. Mr. Dimitrov is unaware of any illegal activity  
18 used to obtain these funds and at all times those who provided the funds were aware that  
19 Mr. Dimitrov would be investing the funds. *See* Ex. H, at 6. Following the failed  
20 repayment of the Promissory Note, Mr. Dimitrov has set up separate agreements with the  
21 investors at issue to repay those funds. *See* Ex. H, at 8. The Represented Defendants'  
22 Motion largely misconstrues the deposition of Plaintiff. Plaintiff was provided with funds  
23 from investors to invest in projects. *See* Ex. H, at 4 and 5. At all times, the investors knew  
24 that the funds would be invested in projects ascertained by Plaintiff. *See* Ex. H, at 7.  
25 Plaintiff saw the opportunity for a seemingly beneficial short-term investment and took a  
26 chance. *See* Ex. H, at 3.

1 The Represented Defendants constant allegations accusing Mr. Dimitrov of illegal  
2 activity does not show any good faith intention of settling this case. The Represented  
3 Defendants claim to want to settle this case, however, they also admit they do not have  
4 the funds to comply with the terms of the Promissory Note at this time and need to obtain  
5 a loan to repay the Promissory Notes. *See* Ex. B, at 95:14-15 and 154:1-7. Mr. Dimitrov  
6 is open to settlement negotiations when the Represented Defendants have proof they will  
7 acquire the funding necessary to repay his Principal and Guaranteed Return. The  
8 Represented Defendants have spent approximately two years claiming they will shortly  
9 be in possession of an adequate amount of funding and nothing has come to fruition,  
10 thereby delaying the resolution of this case. *See* Ex. C, D, and F; *see also* Ex. B, at 171:10-  
11 21 and 173:12-174:1. Furthermore, the Represented Defendants have not set forth any  
12 evidence of illegal activity conducted by Mr. Dimitrov, which nevertheless, has no bearing  
13 on the Represented Defendants standing claim. *See* Doc. 63, at 5:3 and 13-14; *see also*  
14 Fed. Rule Civ. Proc. 56(e).

15 The Represented Defendants have admitted on multiple occasions that they took  
16 the money provided by Mr. Dimitrov and have every intention of complying with  
17 repayment terms. *See* Ex. B, at 171:17-21 and 183:11-14. The Represented Defendants  
18 have admitted their wrongdoings and are attempting to deflect from their wrongdoings by  
19 making baseless accusations against Mr. Dimitrov. *See* Doc. 63, at 5:3 and 13-14. They  
20 have also admitted that Mr. Dimitrov was a party to the Promissory Note and are  
21 attempting to claim another Defendant went rogue and secured the Promissory Note  
22 without their knowledge. Ex. B, at 161:1-7 and 163:13-18. When in fact, Mr. Beskar knew  
23 of potential funding from Mr. Dimitrov prior to the signing of the Promissory Note. *See*  
24 Ex. B, at 186:2-14.

1 Mr. Dimitrov is a party to the Promissory Note as is clearly shown on the signature  
2 page, therefore making him among the injured. *See* Ex. A at 2. According to Ninth Circuit  
3 case law, as a party to the Promissory Note, Mr. Dimitrov has standing to enforce the  
4 terms of the contract. *GECCMC*, 671 F.3d at 1033; *see also Bosse*, 565 F.2d at 613. In fact,  
5 as a party to the contract he may be the only one that can enforce the terms of the  
6 Promissory Note as there is no express or implied intention of the parties for the  
7 Promissory Note to benefit a third party. *GECCMC*, 671 F.3d at 1033. Mr. Dimitrov's  
8 injury is directly related to all Defendants of this case, including the Represented  
9 Defendants. The causal connection is clear in this case-Mr. Dimitrov provided the funds  
10 based on a Promissory Note, Stavatti deposited the funds to use for business purposes, and  
11 Stavatti has failed to repay the terms of the Promissory Note. *See* Doc. 63, at 2:10-12 and  
12 19-21.; *see also* Ex. B, at 112:16-20, 163:24-164:2 and 171:10-16. Furthermore, this  
13 injury will only be addressed by a favorable decision in favor of Mr. Dimitrov.

14 **c. Plaintiff's Response to the Colvins Joinder and Objection**

15 The Joinder and Objection do not raise any new arguments regarding standing.  
16 Accordingly, Plaintiff incorporates the above response in full. The issues raised—  
17 specifically, whether a fraudulent signature was used on the promissory note and whether  
18 the fee was unauthorized—are disputes of fact that remain to be resolved and do not affect  
19 Plaintiff's standing to bring his claims.

20 ///

21 ///

22 ///

23 ///

24 ///



For all the foregoing reasons, Mr. Dimitrov respectfully requests the Court deny the Motion for Summary Judgment.

**ENARA LAW, PLLC**

9

**Table of Contents**

A. Promissory Note dated February 27, 2022.

B. Deposition Transcript of Christopher Beskar.

C. Email dated June 4, 2022.

D. Email dated June 30, 2022.

E. Demand for Repayment dated October 10, 2022.

F. Email dated September 5, 2022.

G. Response to Demand for Repayment dated October 24, 2022.

H. Affidavit of Valentino Dimitrov in Support of Opposition to Motion for Summary Judgment.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 9th day of April 2025, a copy of the foregoing was transmitted electronically to the CM/ECF filing system for filing and transmittal along with copies transmitted to all parties and counsel of record via the CM/ECF system.

By: Shelly N. Witgen, ACP